



SPORTS PERFORMANCE

ADULT MEMBERSHIP APPLICATION AND AGREEMENT

Applicant Name _____ D.O.B _____ M/F _____
 (Last) (First)
 Home Address _____ City _____ State _____ Zip _____
 Home Phone _____ Cell Phone _____ Email _____
 Primary Care Physician _____ If none, check here Employer _____
 Person to notify in case of emergency: Name _____ Phone _____ Relation _____

MEMBERSHIP TYPE:	1 YEAR	3 MONTH	NOTES
BHF Adult Individual			
BHF Adult Couple			
Non-Member Adult Individual			

ADDITIONAL APPLICANTS	D.O.B.	M / F	JOINING DATE	EMAIL ADDRESS

How did you hear about us? Employer Social Media Website Mailer Coach/School _____
 Member Referral _____ Physician Referral _____
 Other _____

PAYMENT OPTIONS: (* - Initial)	
Membership Pre-Pay	* [Redacted] Amount \$ _____
Credit Card Debit	* [Redacted] Monthly Dues _____ Payable on the 15th of each month.

PAYMENT AUTHORIZATION	
Card Type: _____	Name on Card _____
Card #: _____	Exp Date _____ CCV _____

CONSUMER'S RIGHT TO CANCELLATION

YOU MAY CANCEL THIS AGREEMENT WITHOUT ANY PENALTY OR FURTHER OBLIGATION WITHIN THREE (3) BUSINESS DAYS FROM THIS DATE _____ OR THE DATE THE FACILITY IS AVAILABLE FOR YOUR USE WHICHEVER IS LATER. SEE "CONSUMER RIGHT TO CANCELLATION" UNDER TERMS AND CONDITIONS OF FACILITY MEMBERSHIP FOR DETAILS. INITIAL [Redacted]

Acceptance and approval by the Facility constitutes a contract between the parties granting the Applicant all rights and privileges afforded a Facility Member under the current Terms and Conditions of Facility membership and, Rules, Regulations and Facility Policies which may be amended from time to time at the Facility's option. The undersigned states that he/she has read and understands the Terms and Conditions of Facility membership and the Membership Agreement, agrees to be bound by such Terms and Conditions, and acknowledges that he/she has received a copy of this agreement.

Photography and video by anyone other than a Beacon Sports Performance designee is strictly prohibited. The Facility reserves the right to take photographs and/or video for promotional and/or instructional purposes.

NOTICE TO APPLICANT - PLEASE READ! By signing this Application and Agreement you agree that (1) to the best of your knowledge, everything you state on this application is accurate; (2) the Facility may retain this Application form whether or not it is approved; (3) The Facility has the right to charge to the credit card or bank account listed in this Agreement any amounts due the Facility more than 60 days.

Attached to this Application is a payment of \$ _____, payable to Beacon Sports Performance.

THE "EXPIRATION DATE" OF THIS AGREEMENT IS _____.

Signature confirms that you understand and agree to the Terms and Conditions of Facility Membership (on reverse side) and the Rules, Regulations and Facility Policies.

Applicant Signature: [Redacted] Date: [Redacted] Time: [Redacted]
 (or Gaurdian Signature if under age of 18)

TERMS AND CONDITIONS OF FACILITY MEMBERSHIP

MEMBERSHIP QUALIFICATIONS: Subject to approval by the Facility, without regard to race, sex, sexual orientation, gender identification, ethnic background or religion, any individual ten (10) years of age or older, of proven financial responsibility, is eligible for membership. Membership in the Facility includes a member's right to use the Facility's services in accordance with these Terms and Conditions and Rules and Regulations which may be amended from time to time. Membership does not confer any authority in the management of the Facility, or any interest in the property or assets of the Facility. An Adult Couple Membership is defined as any two (2) adults living at the same address. Memberships are nontransferable.

CONSUMER'S RIGHT TO CANCELLATION: YOU MAY CANCEL THIS AGREEMENT WITHOUT ANY PENALTY OR FURTHER OBLIGATION WITHIN THREE (3) BUSINESS DAYS FROM YOUR JOINING DATE. YOUR NOTICE OF CANCELLATION MUST BE IN WRITING, SIGNED BY YOU, AND SENT TO THE FACILITY BY CERTIFIED OR REGISTERED MAIL, OR HAND DELIVERED.

RIGHTS TO PREMATURE CANCELLATION: You may cancel this agreement for any of the following reasons. Additionally, the consumer has a right to a pro rated refund of monthly dues in the event that they prepaid for their membership and they cancel prematurely for one of the following reasons.

1. If, upon a medical doctor's written order, you cannot physically receive the services because of significant physical disability for a period in excess of three (3) months. A "30 Day Written Notice" from both the physician and member is required.
2. If you move your residence more than (25) miles from the Facility. Proof of new residency is required as part of your "30 Day Written Notice."
3. Upon death, your estate shall be relieved of any further obligation for payment under the contract not then due and owing.
4. If the services cease to be offered as stated in the agreement.

Premature cancellation under items 1 and 2 requires the submittal of a "30 Day Written Notice" and will become effective on the last day of the month following the month in which the 30 day notice is received. Cancellation notification must be sent to the Facility by certified or registered mail or hand delivered.

MEMBERSHIP CATEGORY CHANGES: A member in good standing may add a spouse or family member to their individual membership at any time thus altering their membership category. A member in good standing may remove a spouse or family member upon receipt of a request (30) days written notice.

REVISION/CHANGES: The membership fees, program, service and product charges are subject to change without notice. Members may be notified of such changes in any manner which Facility Management deems appropriate.

PAYMENT POLICIES: Members will be required to pay the appropriate monthly dues which will be collected on the fifteenth (15) of each month (in advance of the month services will be delivered) through credit card debit. Monthly payments delivered in person prior to the fifteenth (15) of each month will negate the automatic credit card debit for the following month. Fees for programs, services and products may be paid for with cash, check or credit card. Products are subject to sales tax.

DAMAGES: Members are responsible for any damage to Facility property and/or property of other members and their guests caused by themselves or their guests, except that due to ordinary wear or usage.

SUSPENSION/TERMINATION: The Facility may terminate for cause any membership by mailing notice in writing to the last address shown on the records of the facility for the member being terminated. A terminated member will remain liable for all dues and other indebtedness incurred until their membership expiration date. Use of the Facility is available only to members in good standing and their guests. A member in good standing is one who has no outstanding membership dues or center charges over ninety (90) days old, or has no reports of misconduct in his/her personal file. The Facility retains the right to maintain confidential copies of personal data on file.

CHANGES TO THIS AGREEMENT: The Facility's membership Application and Agreement, Rules and Regulations and Facility Policies, and Terms and Conditions of Facility Membership are the entire agreement between the Facility and the member. Any changes to these documents must be in writing and signed by an authorized officer of the Facility. In the event any part of these agreements are found in court to be invalid or unenforceable, such part shall be deemed stricken and the remainder of the documents shall remain in full force and effect. Failure to abide by these documents may result in termination of membership.

FREEZE: Members may request a temporary "freeze" on their account. Memberships may be "frozen" and dues suspended for a minimum of one month, but not to exceed six months, provided the following conditions are met:

1. The member's account is paid up to date.
2. A Freeze Request Form is signed and on file in the Membership Office.
3. There is a \$5/month maintenance fee per account.

When a membership is placed on a freeze, all accompanying members on the account are frozen. Freezes start at the beginning of a calendar month and end at the end of a calendar month only. The Membership Expiration Date is extended by the number of months the account is on freeze. Contact the Membership Office if you are ever unclear of your Expiration Date.

CESSATION OF SERVICES: In the event that the Facility relocates or closes the facility, the Facility will be obligated to find a substantially similar facility which will assume the membership agreements or to provide member with a pro rata refund for the portion of services not received.